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Attorneys for Defendants and Counterclaimants MOTIVE ENERGY, INC.;
ADVANCED CHARGING TECHNOLOGIES, INC.; SMART CHARGING
TECHNOLOGIES; ROBERT J. ISTWAN; TONY CAPOLINO; JOHN BOETSCH;
AL BELLANCA; MICHAEL K. NELSON; NASSER KUTKUT

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

CLEANFUTURE, INC., an Oregon
corporation,

Plaintiff,

v.

MOTIVE ENERGY, INC., a California
corporation; ADVANCED CHARGING
TECHNOLOGIES, INC., a California
corporation; SMART CHARGING
TECHNOLOGIES, a Florida limited
liability corporation; ROBERT J.
ISTWAN, an individual; TONY
CAPOLINO, an individual; JOHN
BOETSCH, an individual; AL
BELLANCA, an individual; MICHAEL K.
NELSON, an individual; NASSER
KUTKUT, an individual; and DOES 1
through 70, inclusive,

Defendants.

Case No. 8:19-cv-00084 AG (KESx)
Honorable Andrew J. Guilford
Magistrate Judge Karen E. Scott

STIPULATED PROTECTIVE ORDER

Trial Date: July 14, 2020
Action Filed: January 15, 2019
SAC Filed: April 30, 2019

1 MOTIVE ENERGY, INC., a California
2 corporation; and SMART CHARGING
3 TECHNOLOGIES, LLC, a Florida limited
liability corporation,

4 Counterclaimants,

5 v.

6 CLEANFUTURE, INC., an Oregon
7 corporation; JOHN THORNTON, an
individual; and DOES 1 through 10,
inclusive,

8 Counterdefendants.

1 **1. A. PURPOSES AND LIMITATIONS.**

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
12 sets forth the procedures that must be followed and the standards that will be applied when
13 a party seeks permission from the court to file material under seal.

14 **B. GOOD CAUSE STATEMENT.**

15 This action is likely to involve trade secrets, customer and pricing lists and other
16 valuable research, development, commercial, financial, technical and/or proprietary
17 information for which special protection from public disclosure and from use for any
18 purpose other than prosecution of this action is warranted. Such confidential and
19 proprietary materials and information consist of, among other things, confidential business
20 or financial information relating to sales, market-share, pricing, and economic injury,
21 information regarding confidential business practices, or other confidential research,
22 development, or commercial information (including information implicating privacy
23 rights of third parties), information otherwise generally unavailable to the public, or which
24 may be privileged or otherwise protected from disclosure under state or federal statutes,
25 court rules, case decisions, or common law. Accordingly, to expedite the flow of
26 information, to facilitate the prompt resolution of disputes over confidentiality of
27 discovery materials, to adequately protect information the parties are entitled to keep
28 confidential, to ensure that the parties are permitted reasonably necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the end
2 of the litigation, and to serve the ends of justice, a protective order for such information is
3 justified in this matter. It is the intent of the parties that information will not be
4 designated as confidential for tactical reasons and that nothing be so designated without a
5 good faith belief that it has been maintained in a confidential, non-public manner, and
6 there is good cause why it should not be part of the public record of this case.

7 **2. DEFINITIONS.**

8 2.1 Action: CleanFuture, Inc. v. Motive Energy, Inc., et al., Case No. 8:19-cv-
9 00084-AG-KESx, and related counter-actions.

10 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how it
13 is generated, stored or maintained) or tangible things that qualify for protection under
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
15 Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 Designating Party: A Party or Non-Party that designates information or items
19 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless of the
22 medium or manner in which it is generated, stored, or maintained (including, among other
23 things, testimony, transcripts, and tangible things), that are produced or generated in
24 disclosures or responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a matter
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
27 expert witness or as a consultant in this Action.

1 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”: Information
2 (regardless of how it is generated, stored or maintained) or tangible things that contain
3 extremely sensitive “Confidential Information or Items” that are highly proprietary or
4 highly sensitive such that disclosure could harm the competitive interests of the Producing
5 Party or a Non-Party that provided the information to the Producing Party on a
6 confidential basis.

7 2.9 House Counsel: Attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside counsel.

9 2.10 Non-Party: Any natural person, partnership, corporation, association, or other
10 legal entity not named as a Party to this action.

11 2.11 Outside Counsel of Record: Attorneys who are not employees of a party to
12 this Action but are retained to represent or advise a party to this Action and have appeared
13 in this Action on behalf of that party or are affiliated with a law firm which has appeared
14 on behalf of that party, and includes support staff.

15 2.12 Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this Action.

20 2.14 Professional Vendors: Persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
23 their employees and subcontractors.

24 2.15 Protected Material: Any Disclosure or Discovery Material that is designated
25 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
27 a Producing Party.

1 **3. SCOPE.**

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 However, the protections conferred by this Stipulation and Order do not cover the
8 following information: (a) any information that is in the public domain at the time of
9 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to
10 a Receiving Party as a result of publication not involving a violation of this Order,
11 including becoming part of the public record through trial or otherwise; and (b) any
12 information known to the Receiving Party prior to the disclosure or obtained by the
13 Receiving Party after the disclosure from a source who obtained the information lawfully
14 and under no obligation of confidentiality to the Designating Party.

15 Any use of Protected Material at trial shall be governed by the orders of the trial
16 judge. This Order does not govern the use of Protected Material at trial.

17 **4. DURATION.**

18 Even after Final Disposition of this litigation, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
20 writing or a court order otherwise directs. Final Disposition shall be deemed to be the
21 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
22 and (2) final judgment herein after the completion and exhaustion of all appeals,
23 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
24 any motions or applications for extension of time pursuant to applicable law.

25 **5. DESIGNATING PROTECTED MATERIAL.**

26 5.1 Over-Designation Prohibited: Any Designating Party who designates
27 information or items for protection under this Order as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” must only designate specific

1 material that qualifies under the appropriate standards. To the extent practicable, only
2 those parts of documents, items, or oral or written communications that require protection
3 shall be designated. Designations with a higher confidentiality level when a lower level
4 would suffice are prohibited.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
6 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
7 to unnecessarily encumber the case development process or to impose unnecessary
8 expenses and burdens on other parties) may expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
13 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
14 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
15 must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
19 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains protected
21 material.

22 A Party or Non-Party that makes original documents available for inspection need
23 not designate them for protection until after the inspecting Party has indicated which
24 documents it would like copied and produced. During the inspection and before the
25 designation, all of the material made available for inspection shall be deemed "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has
27 identified the documents it wants copied and produced, the Producing Party must
28 determine which documents, or portions thereof, qualify for protection under this Order.

1 Then, before producing the specified documents, the Producing Party must affix the
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
3 legend to each page that contains Protected Material.

4 (b) for testimony given in depositions, the Designating Party shall specify all
5 protected testimony and the level of protection being asserted. It may make that
6 designation during the deposition or proceeding, or may invoke, on the record or by
7 written notice to all parties on or before the next business day, a right to have up to 21
8 days from the deposition to make its designation.

9 Transcripts containing designated material shall have a legend on the title page
10 noting the presence of designated material, and the title page shall be followed by a list of
11 all pages (including line numbers as appropriate) that have been designated, and the level
12 of protection being asserted. The designator shall inform the court reporter of these
13 requirements. Any transcript that is prepared before the expiration of the 21-day period
14 for designation shall be treated during that period as if it had been designated HIGHLY
15 CONFIDENTIAL - ATTORNEY EYES ONLY unless otherwise agreed. After the
16 expiration of the 21-day period, the transcript shall be treated only as actually designated.

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information is stored the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
21 If only a portion or portions of the information warrants protection, the Producing Party,
22 to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
24 to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts to
27 assure that the material is treated in accordance with the provisions of this Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time *consistent with case management deadlines*.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
5 process under Local Rule 37-1 through 37-4.

6 6.3 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Unless the Designating Party has waived or withdrawn the
8 confidentiality designation, all parties shall continue to afford the material in question the
9 level of protection to which it is entitled under the Producing Party's designation until the
10 Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this Action
14 only for prosecuting, defending, or attempting to settle this Action. Such Protected
15 Material may be disclosed only to the categories of persons and under the conditions
16 described in this Order. When the Action has been terminated, a Receiving Party must
17 comply with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a location
19 and in a secure manner that ensures that access is limited to the persons authorized under
20 this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
22 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
23 may disclose any information or item designated "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
25 employees or supporting personnel of said Outside Counsel of Record to whom it is
26 reasonably necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this Action, and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
16 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not
17 be permitted to keep any confidential information unless they sign the “Acknowledgment
18 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
19 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
20 depositions that reveal Protected Material may be separately bound by the court reporter
21 and may not be disclosed to anyone except as permitted under this Stipulated Protective
22 Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
26 Information or Items. Unless otherwise ordered by the court or permitted in writing by
27 the Designating Party, a Receiving Party may disclose any information or item designated
28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

1 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
2 employees or supporting personnel of said Outside Counsel of Record to whom it is
3 reasonably necessary to disclose the information for this litigation and who have signed
4 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

5 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
6 necessary for this litigation, (2) who have signed the "Acknowledgment and Agreement to
7 Be Bound" (Exhibit A), and (3) who have followed the procedures set forth in paragraph
8 7.4(a), below, if they are an expert to whom that provision applies;

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

11 (e) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
13 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (e) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information;

16 (f) during their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
18 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not
19 be permitted to keep any confidential information unless they sign the "Acknowledgment
20 and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating
21 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
22 depositions that reveal Protected Material may be separately bound by the court reporter
23 and may not be disclosed to anyone except as permitted under this Stipulated Protective
24 Order; and

25 (f) Any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Certain
3 Experts.

4 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating
5 Party, a Party that seeks to disclose to an Expert any information or item that has been
6 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to
7 paragraph 7.3(b) first must make a written request to the Designating Party that (1)
8 identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY” information that the Receiving Party seeks permission to disclose to the Expert,
10 (2) sets forth the full name of the Expert and the city and state of his or her primary
11 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s
12 current employer(s), (5) identifies each person or entity from whom the Expert has
13 received compensation or funding for work in his or her areas of expertise or to whom the
14 Expert has provided professional services, including in connection with a litigation, at any
15 time during the preceding five years, and (6) identifies (by name and number of the case,
16 filing date, and location of court) any litigation in connection with which the Expert has
17 offered expert testimony, including through a declaration, report, or testimony at a
18 deposition or trial, during the preceding five years.

19 (b) A Party that makes a request and provides the information specified in the
20 preceding respective paragraphs may disclose the subject Protected Material to the
21 identified Expert unless, within ten (10) days of delivering the request, the Party receives
22 a written objection from the Designating Party. Any such objection must set forth in detail
23 the grounds on which it is based.

24 (c) A Party that receives a timely written objection must meet and confer with the
25 Designating Party to try to resolve the matter by agreement within five (5) days of the
26 written objection. If no agreement is reached, the Party seeking to make the disclosure to
27 the Expert may file a motion pursuant to L.R. 37-1 through 37-4.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
2 **OTHER LITIGATION.**

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
6 that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to
10 issue in the other litigation that some or all of the material covered by the subpoena or
11 order is subject to this Protective Order. Such notification shall include a copy of this
12 Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this action as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
18 before a determination by the court from which the subpoena or order issued, unless the
19 Party has obtained the Designating Party’s permission. The Designating Party shall bear
20 the burden and expense of seeking protection in that court of its confidential material.
21 Nothing in these provisions should be construed as authorizing or encouraging a
22 Receiving Party in this Action to disobey a lawful directive from another court.

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
24 **IN THIS LITIGATION.**

25 (a) The terms of this Order are applicable to information produced by a Non-
26 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-
28 Parties in connection with this litigation is protected by the remedies and relief provided

1 by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
2 from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to
4 produce a Non-Party's confidential information in its possession, and the Party is subject
5 to an agreement with the Non-Party not to produce the Non-Party's confidential
6 information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a confidentiality agreement with
9 a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within 14
16 days of receiving the notice and accompanying information, the Receiving Party may
17 produce the Non-Party's confidential information responsive to the discovery request. If
18 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
19 information in its possession or control that is subject to the confidentiality agreement
20 with the Non-Party before a determination by the court. Absent a court order to the
21 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
22 court of its Protected Material.

23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
25 Protected Material to any person or in any circumstance not authorized under this
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
27 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
28 unauthorized copies of the Protected Material, (c) inform the person or persons to whom

1 unauthorized disclosures were made of all the terms of this Order, and (d) request such
2 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
3 attached hereto as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL.**

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the obligations of
8 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
9 This provision is not intended to modify whatever procedure may be established in an e-
10 discovery order that provides for production without prior privilege review. Pursuant to
11 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
12 effect of disclosure of a communication or information covered by the attorney-client
13 privilege or work product protection, the parties may incorporate their agreement in the
14 stipulated protective order submitted to the court.

15 **12. MISCELLANEOUS.**

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
17 to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to disclosing
20 or producing any information or item on any ground not addressed in this Stipulated
21 Protective Order. Similarly, no Party waives any right to object on any ground to use in
22 evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
24 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
25 under seal pursuant to a court order authorizing the sealing of the specific Protected
26 Material at issue. The fact that a document has been designated under this Order is
27 insufficient to justify filing under seal. Instead, parties must explain the basis for
28 confidentiality of each document sought to be filed under seal. Because a Party other than

the designator will often be seeking to file designated material, cooperation between the Parties in preparing, and in reducing the number and extent of, requests for under seal is essential. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless (1) the Designating Party seeks reconsideration within four days of the denial, or (2) otherwise instructed by the court.

13. FINAL DISPOSITION.

Within 60 days of the final disposition of this Action, as defined in paragraph 4, each Receiving Party must return all Disclosure or Discovery Material to the Producing Party or destroy such material. As used in this subdivision, "all Disclosure or Discovery Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Disclosure or Discovery Material. Whether the Disclosure or Discovery Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Disclosure or Discovery Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Disclosure or Discovery Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Disclosure or Discovery Material. Any such archival copies that contain or constitute Disclosure or Discovery Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.
3

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
5

6 Dated: June 20, 2019

MICHELMAN & ROBINSON, LLP

7
8 By: /s/ Eric J. Rans

9 JEFFREY D. FARROW

ERIC J. RANS

JESSE S. KROMPIER

10 *Attorneys for Motive Energy, Inc.; Advanced*
11 *Charging Technologies, Inc.; Smart*
12 *Charging Technologies; Robert J. Istwan;*
13 *Tony Capolino; John Boetsch; Al Bellanca;*
14 *Michael K. Nelson; Nasser Kutkut*

15
16 Dated: June 20, 2019

STOEL RIVES LLP

17 By: /s/ Jonathan A. Miles

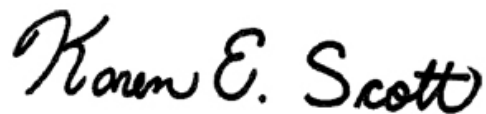
18 MICHAEL B. BROWN

JONATHAN A. MILES

19 *Attorneys for CleanFuture, Inc. and John*
20 *Thornton*

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 Dated: June 24, 2019

23 

24 HONORABLE KAREN E. SCOTT

25 United States Magistrate Judge
26
27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury that I
6 have read in its entirety and understand the Stipulated Protective Order that was issued by
7 the United States District Court for the Central District of California on [date] in the case
8 of _____ **[insert formal name of the case and the number and initials assigned**
9 **to it by the court]**. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Central District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action or any
21 proceedings related to enforcement of this Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____